

**EXHIBIT N**

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 15 Attorneys for Plaintiffs

9 **IN THE JUSTICE COURT OF LAS VEGAS TOWNSHIP**

10 **COUNTY OF CLARK, STATE OF NEVADA**

11 LABORERS' INTERNATIONAL UNION OF  
 12 NORTH AMERICA, LOCAL 872,

13 Plaintiff,

14 v.

15 PARNELL COLVIN,

16 Defendant.

Case No. CaseNumber 21C008234

Dept. No. Department #: LVJC 5

**COMPLAINT**

17 Plaintiff, Laborers' International Union of North America, Local 872 ("Local 872" or  
 18 "Union"), by and through its counsel of record, Law Offices of Kristina Hillman, affiliated with  
 19 Weinberg, Roger & Rosenfeld, A Professional Corporation, complains and alleges as follows:

20 **JURISDICTION AND VENUE**

21 1. This Court has jurisdiction over this action under NRS 4.370(1)(a) because this is  
 22 an action arising on contract for the recovery of money only and the sum claimed, exclusive of  
 23 interest, does not exceed \$15,000.

24 2. Venue is proper in this Court under NRS 13.010(1) because Defendant resides in  
 25 Clark County, Nevada, and Clark County is the county in which the obligation was incurred and  
 26 in which it is to be performed.

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**PARTIES**

3. Local 872 is an unincorporated labor organization engaged in the organization and representation of workers in the construction and other industries. Local 872 maintains offices for the conduct of its affairs in Clark County, Nevada.

4. Local 872 is an affiliated local union with Laborers' International Union of North America, AFL-CIO ("LIUNA").

5. LIUNA is an international labor organization with numerous affiliated local unions and district councils and is governed by the International Union Constitution of the Laborers' International Union of North America ("LIUNA Constitution").

6. Local 872 is governed by the Uniform Local Union Constitution of the Laborers' International Union of North America ("Local 872 Constitution").

7. Parnell Colvin is an individual who, at all material times, was a member of LIUNA and Local 872. On information and belief, Defendant resides in Clark County, Nevada.

**GENERAL ALLEGATIONS**

8. Members of LIUNA and Local 872 are bound by the provisions of the LIUNA Constitution and Local 872 Constitution.

9. Local 872 is bound by the LIUNA Constitution and by the Local 872 Constitution.

10. At all times material, Defendant was a member of LIUNA and Local 872.

11. Defendant was inducted into membership with Local 872 on or about June 1, 2015.

12. As a condition of membership, members of LIUNA and Local 872 are required to obey the LIUNA Constitution and Local 872's Constitution.

13. The LIUNA Constitution and Local 872's Constitution require as a condition of membership the payment of certain periodic dues and other amounts.

14. Defendant has failed to make periodic dues payments or other required amounts for the period March 1, 2018, through April 30, 2020.

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15. Local 872 has made attempts to collect the amounts owed by Defendant, all to no avail.

16. As a result of Defendant failing to pay amounts due and owing to Local 872, Local 872 has been required to retain the services of an attorney and incur costs associated with this action.

**FIRST CAUSE OF ACTION**  
[Breach of Contract]

17. Local 872 hereby incorporates the allegations contained in paragraphs 1 through 16 above.

18. Upon his induction into membership, Defendant promised and became obligated to abide by the terms of the LIUNA Constitution and Local 872's Constitution.

19. Article III, Section 3(i) and Article VIII of Local 872's Constitution obligate members, as a condition of membership, to pay certain periodic dues and other amounts. Dues are payable monthly and are due on the first day of the month.

20. While still a member of LIUNA and Local 872, Defendant fell into arrears on his dues obligations.

21. Defendant breached his promises to his fellow members and violated the LIUNA Constitution and Local 872's Constitution.

22. As a result of Defendant's breach, Local 872 is owed \$7,402.84 covering the period March 1, 2018, to April 30, 2020, together with interest thereon at the highest legal rate.

23. Local 872 has been forced to engage the services of an attorney and has incurred attorney's fees and costs of action in this proceeding.

**SECOND CAUSE OF ACTION**  
[Breach of the Implied Covenant of Good Faith and Fair Dealing]

24. Local 872 hereby incorporates the allegations contained in paragraphs 1 through 23 above.

25. Inherent within Defendant's contractual relationship with Local 872 and other members of LIUNA and Local 872 is a duty of good faith and fair dealing.

6 PRAYER FOR RELIEF

8                   (1) Judgment in favor of Local 872 and against Defendant in an amount to be  
9                   proven at trial;

11 (3) Post-judgment interest at the legal rate until the judgment is paid in full;

12                   (4)     For an award of Local 872's reasonable attorney's fees and costs incurred  
13     herein; and

15 Dated: April 16, 2021

17 Respectfully Submitted:

By: Kristina L. Hillman  
Sean W. McDonald

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